

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
Eastern Division**

**RECEIVED**  
SEP 07 2010 *ew*  
09-7-2010 *ea*  
MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT

Robert T. Bias  
Plaintiff, ProSe'

V.

Blatt, Hasenmiller, Leibsker & Moore LLC  
Defendant  
CitiBank (South Dakota) N.A.  
Co-Defendant

10cv5659  
Judge Castillo  
Magistrate Cox

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**PLAINTIFF'S COMPLAINT AND DEMAND FOR JURY TRIAL**

**Comes now** the Plaintiff Robert T. Bias:

1. Plaintiff's Complaint is based on the Fair Debt Collection Practices Act, *15 U.S.C. § 1692 et seq.* (FDCPA) and the Fair Credit Reporting Act *15 U.S.C. § 1681 et seq.* (FCRA)

2. Defendant and Co-Defendant acted through its agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers.

**JURISDICTION AND VENUE**

3. Jurisdiction of this court arises pursuant to *15 U.S.C. §1692k(d)* and *15 U.S.C. §1681(p)* which states that such actions may be brought and heard before "any appropriate United States district court without regard to the amount in controversy."

4. Defendant's conducts business and is located in the state of Illinois, and therefore, personal jurisdiction is established. The Defendant is debt collector located at 125 So. Wacker Drive, Suite 400 Chicago, IL. 60606 as such is governed under the law by The Fair Debt Collection Practices Act *15 USC §1601, et seq.* The Co-Defendant CitiBank conducts business in the state of Illinois and is headquartered at 399 Park Ave. New York, NY 10022 and also at 701 E 60th Street N Sioux Falls, SD 57104-0432 South Dakota They are licensed to do business in the State of Illinois'. As such is governed under the law by Fair Credit Reporting Act *15 U.S.C. § 1681 et seq.*

At all times hereinafter mentioned, The Plaintiff is a resident of DuPage County State of Illinois.

From here on Robert T. Bias, will be known as the Plaintiff.

5. The Plaintiff denies ever having any contractual agreement for credit, loans or services relationship with the Defendant.

Even if the Plaintiff did have such an agreement, which the Plaintiff denies, the alleged debt/account is not in question here. But the fact as to how it was or was not validated and wrongful actions of the Defendant's in an attempt to collect the alleged debt violated the civil rights of the Plaintiff and the law as outlined in the Debt Collection Practices Act, 15 USC §1601, et seq. and the Fair Credit Reporting Act 15 U.S.C. § 1681 et seq.

### PARTIES

6. Plaintiff is a consumer as that term is defined by 15 U.S.C. 1692a(3), and according to Defendant, Plaintiff allegedly owes a debt as that term is defined by 15 U.S.C. 1692a(5). And also under FCRA, § 603 Definitions; rules of construction 15 U.S.C. § 1681a

7. Defendant is a debt collector as that term is defined by 15 U.S.C. 1692a(6), and sought to collect a consumer debt from Plaintiff. The Co-Defendant is a person according to the FCRA § 603 Definitions; rules of construction 15 U.S.C. § 1681a(b).

8. Plaintiff is informed and believes, and thereon alleges, that Defendant is a national company with a business office located in Chicago, Cook County, Illinois.

9. Defendant is a collection agency that in the ordinary course of business, regularly, on behalf of itself or others, engages in debt collection.

10. The Co-Defendant is a national company located in North Dakota and is a credit lender as defined in § 603 Definitions; rules of construction 15 U.S.C. § 1681a(r) and is licensed to do business in the State of Illinois.

### **Count I against Defendant:**

6. Failure to provide proof of an account or debt upon receipt of Validation from the Plaintiff. On or about May 25<sup>th</sup> 2010 the Plaintiff sent a letter of validation/dispute to the Defendant asking to provide proof of the alleged debt. The Plaintiff sent this by certified US Mail return receipt requested. The Defendant received this on or about June 7<sup>th</sup> 2010. As of today's date there has been no response from the Defendant in this matter. The Defendant violated Section 809. Of the DCPA Validation of debts [15 USC 1692g]

(b) If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector.

No proof of any account/debt has been received from Blatt, Hasenmiller, Leibsker & Moore LLC to indicate any proof of any alleged debt.

**Plaintiff demands judgment in the amount of \$1,000.00**

**Count II against Defendant:**

7. The Defendant sent a letter on or about March 5<sup>th</sup> 2010 indicating to contact this office to make arrangements to pay this account violating the overshadowing section of §809 1692g.

The Defendant violated Section §809 1692g. **Validation of debts**

(a) Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—

(b) (5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(c) (b) If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor any disputed portion thereof, until the debt collector obtains verification of the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this title may continue during the 30-day period referred to in subsection (a) unless the consumer has notified the debt collector in writing that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor. **Any collection activities and communication during the 30-day period may not overshadow** or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor.

Overshadowing 1996 U.S. Dist. LEXIS 22555, \*

DEBRA TYCHEWICZ, Plaintiff, v. RICHARD DOBBERSTEIN d/b/a CREDIT ASSOCIATES, Defendant. 96-C-0195-S

**Plaintiff demands judgment in the amount of \$1,000.00**

**Count III against Defendant:**

8. The Defendant has continued collection activity by trying to file suit in local court prior to providing proof of any alleged account.

Continued Collection Activity

**§ 809. Validation of debts 15 USC1682g**

(b) If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this title may continue during the 30-day period referred to in subsection (a) unless the consumer has notified the debt collector in writing that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor. Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor.

The Defendant has failed to cease collection prior to providing proof of the alleged account.

**Plaintiff demands judgment in the amount of \$1000.00**

Plaintiff re-alleges the allegations set forth in paragraphs 1 through 8 hereinabove.

**STATEMENT OF CLAIM UNDER FCRA**  
**AGAINST CO-DEFENDANT CitiBank (South Dakota) N.A.**

9. CitiBank is a credit lender and as such governed under the law by the Fair Credit reporting Act and is licensed to do business in the State of Illinois.

On or about XXX the Plaintiff contacted the Co-Defendant CitiBank with a letter of dispute over erroneous and inaccurate and derogatory information found in the Plaintiffs Credit Report. Co-Defendant never responded to the Plaintiff through today's date. The Co-Defendant has failed to provide proof of the alleged account reported in the Plaintiffs Credit Report and has failed to mark the account in dispute

**Count I: Co-Defendant**

10. Failure to provide proof of the account and reporting of erroneous and inaccurate information in the Plaintiffs' Credit Report.

**§ 615. Requirements on users of consumer reports 15 U.S.C. § 1681m(G)**

(2) upon request of the consumer to whom the debt purportedly relates, provide to the consumer all information to which the consumer would otherwise be entitled if the consumer were not a victim of identity theft, but wished to dispute the debt under provisions of law applicable to that person.

**Plaintiff demands judgment in the amount of \$1000.00 per credit reporting agency  
three credit bureaus for four months \$12,000.00**

**Count II: Co-Defendant**

12. Failure to mark the Plaintiffs Credit Report in Dispute.

**§ 623. Responsibilities of furnishers of information to consumer reporting agencies**

*15 U.S.C. § 1681s-2*

(3) *Duty to provide notice of dispute.* If the completeness or accuracy of any information furnished by any person to any consumer reporting agency is disputed to such person by a consumer, the person may not furnish the information to any consumer reporting agency without notice that such information is disputed by the consumer.

13. The Plaintiff has disputed with all credit reporting agencies via certified mailed return receipt in the same time frame as the Plaintiff disputed with the Co-Defendant and those bureaus have confirmed that they are reporting the information correctly indicating that the Co-Defendant has not marked the account in dispute and or has failed to do an investigation.

**Plaintiff demands judgment in the amount of \$1000.00 per credit reporting agency three credit bureaus for four months \$12,000.00**

**Count III: Co-Defendant**

14. Reporting erroneous and inaccurate information.

**§ 623. Responsibilities of furnishers of information to consumer reporting agencies**

*15 U.S.C. § 1681s-2*

(a) *Duty of Furnishers of Information to Provide Accurate Information*

**Plaintiff demands judgment in the amount of \$1000.00 per credit reporting agency three credit bureaus for four months \$12,000.00**

Plaintiff re-alleges the allegations set forth in paragraphs 8 through 14 hereinabove.

**WHEREFORE**, Plaintiff, Robert T. Bias respectfully requests judgment be entered against Defendant, BLATT, HASENMILLER, LEIBSKER & MOORE, for the following:

15. Declaratory judgment that Defendant's conduct violated the Fair Debt Collection Practices Act,

16. Statutory damages of \$3000.00 pursuant to the Fair Debt Collection Practices Act, *15 U.S.C. 1692k*,

17. Actual damages,

18. Costs and reasonable attorneys' fees pursuant to the Fair Debt Collection Practices Act, *15 U.S.C. 1692k*

19. Any other relief that this Honorable Court deems appropriate.

**WHEREFORE**, Plaintiff, Robert T. Bias respectfully requests judgment be entered

against Co-Defendant, CitiBank, for the following:

15. Declaratory judgment that Defendant's conduct violated the Fair Credit Reporting Act

16. Statutory damages per each violation of \$36,000.00 pursuant to the Fair Credit Reporting Act

17. Actual damages, The Plaintiff has suffered credit denial raised interest rates damage to the Plaintiffs' Credit report credit score and reputation. Plaintiff demands punitive damages in the amount of \$50,000.00

18. Costs and reasonable attorneys' fees pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. 1692k and under FCRA 15 U.S.C. § 1681n.

**§ 616. Civil liability for willful noncompliance 15 U.S.C. § 1681n**

(a) *In general.* Any person who willfully fails to comply with any requirement imposed under this title with respect to any consumer is liable to that consumer in an amount equal to the sum of

(1) (A) any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100 and not more than \$1,000;

19. Any other relief that this Honorable Court deems appropriate.

Respectfully submitted this      day of August 2010.



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### **CERTIFICATE OF SERVICE**

I hereby certify that a copy of the forgoing complaint/summons Bias v Blatt, Hasenmiller, Leibsker & Moore LLC & CitiBank Defendants at their business address 125 So. Wacker Drive, Suite 400 Chicago, IL. 60606 and Co-Defendant CitiBank at 701 E 60th Street N Sioux Falls, SD 57104-0432 on or about the      day of August 2010 with affidavit of service to be submitted to the Clerk of the Court upon completion.



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